



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

REQUEST FOR STATEMENT OF QUALIFICATIONS (RSOQ) PS- #1166

CONSTRUCTION MANAGEMENT SERVICES FOR SHERIFF - COUNTY OPERATIONS CENTER - EXPAND WOMEN'S JAIL, 300034

October 24, 2012

The County of San Luis Obispo (County) is currently soliciting Statement of Qualifications (SOQs) for professional services for RSOQ PS- #1166 CONSTRUCTION MANAGEMENT SERVICES FOR SHERIFF – COUNTY OPERATIONS CENTER – EXPAND WOMEN'S JAIL, 300034.

Each SOQ shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the SOQ. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all SOQs and to waive any irregularity or informality in any SOQ or in the Request for Statement of Qualifications process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the SOQs submitted.

This Request for Statement of Qualifications is posted on the County's Purchasing website at:

http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Statement of Qualifications will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Statement of Qualifications.

If your firm is interested and qualified, please submit EIGHT (8) hard copies and one (1) electronic copy (on CD) of your SOQ on 20, NOVEMBER, 2012 by 3:00 p.m. to:

County of San Luis Obispo
DEBBIE BELT, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the Request for Statement of Qualifications process, please contact me. For technical questions and information contact Rich Kopecky at (805) 781-5200.

All questions pertaining to the content of this Request for Statement of Qualifications must be made in writing via e-mail to RICH KOPECKY at: rkopecky@co.slo.ca.us. All questions will receive a response within 5 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

DEBBIE BELT
GSA Purchasing
dbelt@co.slo.ca.us

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LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Statement of Qualifications will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Statement of Qualifications.

SOQs received in response to this Request for Statement of Qualifications will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

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SOQ SUBMITTAL AND SELECTION

1. All SOQs, consisting of Eight (8) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on 20, NOVEMBER, 2012. Late SOQs will not be considered and will be returned, unopened.
2. SOQs shall be limited to a maximum of twenty (20) pages, plus attachments such as resumes, reference information, and fee estimate.
3. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: DEBBIE BELT
Telephone: (805) 781-5200
4. All costs incurred in the preparation and submission of SOQs and related documentation will be borne by the proposer.
5. It is preferred that all SOQs be submitted on recycled paper, printed on two sides.
6. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the SOQs as submitted, although the County reserves the right to interview applicants as part of the selection process. If the Selection Committee elects to schedule interviews with the top 2 – 4 applicants, the tentative interview dates are December 12 – 14, 2012. The tentative interview dates are subject to change at the discretion of the County. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
7. This Request for Statement of Qualifications does not constitute an offer of employment or to contract for services.
8. The County reserves the option to accept or reject any or all SOQs, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
9. All documents submitted to the County in response to this Request for Statement of Qualifications will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County’s sole discretion.
10. All SOQs shall remain firm for ninety, (90) days following closing date for receipt of SOQs.
11. The County reserves the right to award the contract to the firm who presents the SOQ which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

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12. Any contract awarded pursuant to this Request for Statement of Qualifications will incorporate the requirements and specifications contained in this Request for Statement of Qualifications. All information presented in a proposer’s SOQ will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
13. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their SOQ to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A SOQ IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Sample County Contract (Appendix A); the insurance and indemnification requirements are found in Exhibit A.
14. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Statement of Qualifications, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Statement of Qualifications should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire SOQ as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Statement of Qualifications is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

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15. An electronic copy of your SOQ must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RSOQ NUMBER (e.g., if your firm is Acme Inc. and you are responding to RSOQ #1166, your Acrobat (pdf) file would be named: **ACME 1166.pdf**)

Additionally, if you deem any part of your SOQ as proprietary and not to be disclosed under the California Public Records Act as explained in item 14 above, please mark the CD with the phrase **“Proprietary Information Included”**. This can be hand written or printed on the CD label.

16. Any proposer who has previously or is currently named by the County as a defendant in any litigation effort is disqualified from submitting a SOQ for consideration.

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SOQ FORMAT

A qualifying SOQ must address all of the following points and shall be in the format outlined in this section:

1. Project Title: CONSTRUCTION MANAGEMENT SERVICES FOR SHERIFF – COUNTY OPERATIONS CENTER – EXPAND WOMEN’S JAIL, 300034
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project. Include company affiliations, credentials, and years of related experience. The construction manager should have a minimum of twenty years of experience and each Resident Project Representative should have a minimum of ten years of experience in the field on related construction activity on behalf of an owner, construction manager consultant, or contractor.
 - c. Organizational chart of proposed project team along with a description of tasks and responsibility of each team member.
 - d. Anticipated availability of each member of the Project team.
 - e. Specific experience of construction manager, Resident Project Representative, and selected team members with regard to construction management services for similar projects.
 - f. Name, address, and telephone numbers of project manager to whom correspondence should be addressed.
 - g. Qualifications of sub-consultants or joint venture firm, if appropriate.
4. Project Experience

Provide descriptions of representative projects where the proposed project team, or team member, has performed similar services. Information to be provided will include the following:

- a. Project name and location;
- b. Summary of project;
- c. Your firm's role in project;
- d. Role of the proposed construction manager, Resident Project Representative, and other key team members for this project;
- e. Reference and contact information for client;
- f. References and contact information for other team members (examples: testing and inspection, environmental, geotechnical, and survey);
- g. Reference and contact information for the contractor;
- h. Initially authorized fee and final fee;

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- i. Initial authorized bid amount, cost of authorized change orders as percent of original bid amount, and final construction cost, and;
- j. Dates of construction start and completion.

5. Understanding of and Approach to the Project

The County has identified several issues as critical to the successful administration of the project. The SOQ should address the following issues, at a minimum, and others that the proposer believes to be critical to the project design and delivery.

- a. Approach to evaluating the bid package and bidding climate to recommend a strategy that will result in the most competitive construction bids.
- b. Understanding of requirements and challenges for the project and approach to completing a constructability review that will recommend methods to allocate or mitigate risks to the project.
- c. Approach to change management – documentation of potential change orders and claim issues and timely notification to the County.
- d. Planned number of Resident Project Representatives to be assigned to the project and approach to the daily construction management activities of the multiple construction contracts.
- e. Approach to communications and document management between the designer, construction manager, County, contractor, and other agencies.
- f. Approach to public outreach and communications.
- g. Approach to resolving project disputes involving the designer, contractor, or County over design intent, unforeseen changes, utility conflicts, schedule delays, and other issues.
- h. Overall approach to the coordination and management of the construction activities.

6. Fee Estimate

A fee estimate for the entire scope of work anticipated shall be provided to the County by the proposer. The fee estimate shall include preliminary cost details for the major components of each task listed above, or others proposed by the construction management firm, with corresponding resource hours and rates consistent with the proposed schedule. **The fee estimate shall be submitted in a separate, sealed envelope marked “Fee Estimate”.**

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Consultant Selection Criteria

A selection panel consisting of County staff and program management staff will evaluate SOQs. The County may change the construction management criteria without notice, and may consider other criteria it deems relevant. The anticipated selection criteria, in order of prominence, are:

First	Experience, qualifications and references of the proposed project team
Second	Approach to bidding strategy and constructability review
	Approach to the daily construction management of the overall project
	Approach to communications and document management
Third	Firm’s experience, qualifications and references

PROJECT INTRODUCTION

The General Services Agency Department, representing the Board of Supervisors of the County of San Luis Obispo, is seeking qualified providers of Construction Management Services of a Women’s Jail Expansion located on a County Jail located at 1585 Kansas Avenue, San Luis Obispo, CA.

This Request for Statement of Qualifications intends to establish the specifications, terms and conditions governing the selection of a firm to provide Construction Management services to the County of San Luis Obispo. All submittals shall be in the form and format as specified within the **REQUIRED SOQ FORMAT AND CONTENT** section.

PROJECT DESCRIPTION

The project includes approximately 46,000 square feet (sf) to house and provide treatment and program space for approximately 198 women inmates on approximately 1.5 acres of the greater 7± acres of County owned land on which the County’s existing jail facility is located. The project includes two buildings primarily constructed of steel, with interior high traffic areas utilizing concrete masonry unit (CMU) and concrete for long-term durability. It will house post-arrangement, pre-sentenced, and convicted female inmates. One building will house inmates and a second health care/program building will provide space for medical, dental, and mental health services, as well as other programs, to support those inmates. The new buildings will be constructed in two phases.

Phase One

The first-phase of construction is an inmate housing building with approximately 38,000 sq. ft. of two-story structure on vacant land adjacent to the existing jail. This building will include two housing units constructed to support direct supervision of inmates. One housing unit will have approximately 96 dormitory beds in 12 rooms. The other unit will house approximately 96 inmates in 48 cells. In addition, the housing building will also include six special use isolation cells for medical or disciplinary reasons and two safety cells for temporary isolation of inmates who display destructive behavior. Each housing unit will include staff control areas, dayrooms, an exercise yard, a video visitation room, an interview room, a multipurpose room to support rehabilitative and training programs, a vocational programs room, a janitor’s closet, and storage space.

Phase Two

The second-phase of construction is a health care/program building with approximately 8,000 sq. ft.

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Construction will begin with demolition of the current women’s inmate facility. The new building will provide exam rooms to support medical treatment, a dental operatory, rooms to provide mental health services and confidential mental health interviews, and rooms to support rehabilitative programming. In addition, the building will include pharmacy/medication distribution space, staff office space, separate inmate and staff restrooms, janitorial closets, and storage space. The health care/program building will be built on the site of the existing women’s jail facility, which will be demolished as part of the project.

The project will also include, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; electronic security systems; fire protection systems; and an FF & E package.

Several functions necessary for the operation of the new facilities will be accommodated in the existing jail facility, including intake/booking, receiving areas and other processing areas, as well as a central kitchen that prepares food for all inmates housed in the jail. The hard exterior of each building - composed of CMU, concrete, and steel - will provide the secure perimeter. In addition, there will be a six-foot chain link fence surrounding the entire facility to provide grounds security.

A proposed construction Additive Alternate to the Project, outside State Grant Funding, is a remodel of approximately 4,512 square feet to the Intake-Release Center (IRC) to be considered for award by the County, should the funds be available at the end of the Project.

SUMMARY OF SCOPE OF WORK

The services of the construction manager will be required for GC/Sub prequalification/RSOQ & pre-bid phase through completion of the construction phase, including post-construction services. The County expects the construction manager team to protect the County’s interests while keeping the project on schedule and on budget. The construction manager shall coordinate and communicate with County personnel, including but not limited to General Services Agency staff and Sheriff’s staff, on all aspects of the Scope of Work and the Project during the term of the contract. At all times herein, the construction manager shall be familiar with, and assist the County in complying with, the applicable sections of the Project Delivery and Construction Agreement (“PDCA”), the Corrections Standards Authority Jail Construction Agreement (CSA”), the Ground Lease, the Right of Entry and all other agreements that the County has with various Departments of the State of California regarding this project.

The scope of work for the Construction Manager on this project is as follows:

1. GC/Sub Prequalification, Requests for Statement of Qualifications (RSOQ) and Pre-Bid Phase

The required construction manager services under this phase include without limitation:

- a. Prepare a report advising the County of the construction manager’s opinion of suggested revisions to the Contract Documents and bid packages that will optimize the bid climate for receiving the most qualified and cost competitive bidders, reduce the potential for change orders, minimize potential delays and conflicts, provide flexibility for material procurement, and minimize potential risks to the project. Conduct marketing efforts to stimulate competitive bidding. Analyze current construction market conditions and advise County of bidding activities. Prepare advertisements for Invitation to Bid documents for County.

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- b. Assist with performing a Storm Water Pollution Prevention Plan (SWPPP) review. Coordinate with the designer and Regional Water Quality Control Board to develop a project wide SWPPP to meet the requirements of the current Construction General Storm Water Permit. Furnish the SWPPP details to the designer to be included in the Contract Documents, in bid items, specifications, and drawings for implementation by the contractors. Each of the contractors anticipated on the project will be required to complete and implement the details of the SWPPP applicable to the specifications for their portion of the work as the Qualified SWPPP Practitioner (QSP). The construction manager will observe and report any concerns regarding the contractor’s compliance of all SWPPP requirements to the County.
- c. Assist in the preparation and coordination of all required agency and/or community reviews and approvals. Assist in the preparation and coordination of documents relative to an Environmental Determination.
- d. Prepare Requests for Statements of Qualifications (RSOQ), including an RSOQ for an Inspector of Record (IOR); RSOQ for Testing and Special Inspection; RSOQ for SWPPP Monitoring; and RSOQ for Commissioning of MEP, electronic security, and fire detection/protection systems. Coordinate and direct the Selection Committee during the submittal review, evaluation and selection of all RSOQ consultants.
- e. Coordinate Selection Committee; review and score all prequalification submittals from general contractors and selected sub-contractors (approx. 5 trades); notify all applicants of assessment results; coordinate appeal process if required.
- f. Independently prepare an accurate total construction cost estimate at completion of final Construction Documents. Prepare a preliminary construction schedule for inclusion in the bid documents.
- g. Develop procedures and forms for submission of project budgets, construction estimates, addenda, schedule of values, change orders, requests for payment, final payment request, and acceptance of project. Assist with the determination of an appropriate value for liquidated damages.
- h. With the assistance of County and Sheriff’s staff, prepare a construction staging/phasing program that addresses the appropriate areas for construction staging, time of construction and coordination of access to and around the site. Delineate construction lay-down area.
- i. Prepare a master temporary parking plan of the entire County Operations Center during construction of Women’s Jail Expansion project and Juvenile Hall Expansion project. The plan shall consider and include County staff, general public and construction worker parking during the course of construction of the two major facility expansion projects. County staff will provide input, review and approve the final master parking plan.
- j. See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager (CM) responsibilities.

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2. Bidding Phase

The required construction manager services under this phase include without limitation:

- a. Provide the following services necessary for the County to obtain bids and prepare and award required contracts for construction of the Project. Assemble, in coordination with County, the bid documents for the construction bid packages. Coordinate the assembly of bid alternates.
- b. Prepare the appropriate marketing for the construction project and advertising for bidders, including the development of the advertisement for bids and list of publications recommended for advertising.
- c. Attend pre-bid meetings as needed and the bid opening. In coordination with the design team and County staff, evaluate and review bid proposals, subcontractors, suppliers, and requests for use of substitute and “or-equal” materials and equipment. Review bids for completeness and responsiveness and advise the County of any irregularities in the bids or in the bidding process. Engage in negotiations, as necessary, with prospective contractors.
- d. Issue addenda as appropriate to interpret, clarify, expand or amend the bidding documents, including distributing County supplied copies of the addenda to all bidders in accordance with specified time limits. Provide written responses to bidder questions.
- e. Evaluate proposals by bidders to substitute materials and equipment prior to the bid date and recommend what substitutions are consistent with the project requirements and objectives.
- f. Evaluate bids, bid protests and provide feedback to County personnel for purposes of making a recommendation to the Board of Supervisors for Award of Bid. Verify bond rating compliance and licensure of recommended bidder. Propose bid changes in the event that a re-bid is required.
- g. Coordinate with County in the contract award, verify the completeness of the contract, and prepare/issue the Notice to Proceed. Compile and distribute construction sets.
- h. See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager’s (CM) responsibilities.

3. Construction Phase

The required construction manager services under this phase include without limitation:

The construction manager shall provide all services necessary for the administration of the construction contract during the construction phase including, without limitation, the following:

- a. Notify, in writing, all contractors/subcontractors and their employees working on-site of the following: All individuals and vehicles entering the construction area adjacent to the existing jail are subject to search without notice.

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- b. The construction manager shall be responsible for providing the County Sheriff’s staff assigned to the project with the name, date of birth, and city of residence of all contractors, subcontractors, and employees working on-site, 24 hours prior to their initial work performance on-site. Warrant checks will be conducted on all on-site workers, and any outstanding warrants must be cleared prior to working at the project site.
- c. Coordinate and direct the installation of all construction fencing; coordinate and escort all on-site local and State inspectors; monitor and report all life/safety concerns; and monitor all debris collection, removal, and hauling. Prepare a master temporary parking plan for staff, public, and construction personnel.
- d. Administer the Construction Contracts, acting as the County’s representative in dealing with the contractor and architect, to ensure the completion of the work in accordance with the Construction Contracts. Provide full-time on-site construction management to observe and report on the progress of the executed work.
- e. Resident construction manager representative(s) shall be on-site for the daily observation of the contractors’ work to ensure that the work is proceeding in accordance with the Contract Documents. Detailed daily reports of all of the contractor’s activities shall be prepared in sufficient detail to document actual production rates and estimate construction costs. The construction manager shall provide an on-site trailer, with utility connections, and all necessary office equipment and materials for a fully functioning site office. Coordinate the exact location of the trailer with the County. The construction manager shall be responsible for payment of all office trailer site utilities.
- f. Review and determine the acceptability of schedules and plans required to be submitted by the contractor, including, but not limited to, progress schedule, submittal schedule, schedule of values, staking request schedule, project safety plan, hazardous materials handling plan, trench safety and shoring plan, and traffic control plan. Verify electronic compliance with prevailing wages. Verify all construction signage required for public safety.
- g. Coordinate, review and process submittals and Requests for Information (RFI’s) between A/E, owner and contractors. Review shop drawings for accuracy and completeness.
- h. Receive and review all construction contractors’ payment requests, including, but not limited to: scheduling and tracking pay request, verifying percentage of construction completion, signing pay applications, tracking actual and estimated construction costs, preparing and processing all State required construction invoice forms and coordinating with County accounting staff/County auditor, monitor and track compliance of prevailing wage requirements and prevailing wage verification with the State, and tracking stop notices and releases.
- i. Receive and review all written requests from construction contractors for additional time or money and make recommendations to County regarding same.
- j. Establish construction baselines and benchmarks, including construction staking, necessary for the contractor to complete the work to the lines and grades shown in the drawings.

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- k. Recommend and prepare change orders for contractor or County initiated changes or extra work, including, but not limited to, issuing requests for proposal, preparing change orders, obtaining signatures for change orders, distributing and tracking change orders, and evaluating delay and rain days. The recommendation shall include the construction manager’s own independent cost estimate and change order justification. As appropriate, request the designer to review the proposed changes.
- l. Document any conditions which a construction contractor alleges is an unforeseen condition by photograph, videotape, or written memorandum. Advise the County’s Project Coordinator of the alleged unforeseen conditions as soon as it is reported. Coordinate a timely exchange of information regarding the alleged condition, including supplemental instructions and proposal requests between the architect and contractor to avoid delays and resulting claims for additional times and costs. When requested by County, evaluate contractor’s assertion of unforeseen conditions and provide a recommendation regarding resolution of same.
- m. Coordinate, schedule, and chair weekly progress meetings with the construction contractor, architects, engineers, inspectors, and County project management team regarding construction issues, progress, and performance.
- n. Document all meetings and verbal directives and provide copies to County Project Coordinator within five (5) working days.
- o. On a monthly basis, conduct an earned value analysis to ensure the Project is within budget and on schedule. Recommend actions to take if the Project is not in agreement with the budget or schedule.
- p. Establish a dispute review committee, comprised of senior staff of the construction manager, to independently and impartially review disputes by the contractor with the County and/or designer. Provide formal written recommendations to the County for resolving the dispute.
- q. Develop and implement a project specific safety plan for all non-contractor personnel who visit the construction site. Anticipated personnel include the construction manager and sub consultants, County staff and consultants, environmental monitors, elected officials, and other public agency staff. Document any observed safety violation, hazardous condition, or incident of bodily injury or property damage. Document and advise the County’s Project Coordinator of the observation the same day it is noted and make a recommendation to County regarding the incident.
- r. Document compliance with environmental permitting and mitigation measures in accordance with the requirements of the environmental documents and regulatory permits. On-site staff shall participate in environmental and safety education trainings required for the project. Verify implementation of the project Storm Water Pollution Prevention Plan (SWPPP) and advise County of any issues of non-compliance. Each of the contractors anticipated on the project will be required to complete and implement the details of the SWPPP applicable to the specifications for their portion of the work as the Qualified SWPPP Practitioner (QSP).

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- s. Maintain a hard copy file of the construction drawings at the construction manager’s local office that is regularly updated with mark-ups of all field changes and as-built conditions for the purpose of preparing a final set of Record Drawings. Maintain a conformed copy of the construction contracts and specifications at the construction manager’s local office that is regularly updated with all approved modifications and changes.
- t. On a weekly basis, monitor contractor’s schedule and advise the County, in writing, of schedule impacts and deviations from contractor’s critical path(s).
- u. Coordinate all on-site services of persons or entities under contract with the County regarding the Project including, but not limited to, contractors, architects, engineers, inspectors, and site surveyors. “Coordinate” means to inform a party of the need for their service with sufficient advance notice that the service can be provided on the required date, schedule the service with the professional, ensure site access and availability of resources or other Project personnel who may be required for the professional’s work, and keep the County advised of same. Observe/review construction Inspector of Record services/reports and advise County of any concerns.
- v. Observe and monitor construction contracts consistent with the General Conditions of the contracts for construction of the Project, including, without limitation, the following:
 - (1) Construction manager, with architect’s concurrence, shall take appropriate action to direct that each construction contractor perform all work in accordance with the Project documentation.
 - (2) Attend construction contractor’s field quality assurance inspection(s).
 - (3) Assure that construction contractor coordinates and completes all required code inspections, field tests, and sign-offs as required by County and any regulatory or public agency, if any.
 - (4) Coordinate construction activities and master Project schedule.
- w. Establish and maintain a project construction information web site that the County can link general access from the County Internet Department Web Page. The web site shall include general information about the current progress and planned future schedule. The construction manager shall update the web site with information obtained directly from the contractors or from the construction manager’s observation of the work at least weekly. The construction manager shall provide daily photographs of construction progress and upload all photos to the web site on a weekly basis.
- x. Establish, utilize and maintain a project file database system for use by the County, designer, construction manager, and prime and sub-contractors. The file database shall contain all documents relevant to the construction phase including drawings, specifications, amendments, daily reports, requests for information, change orders, submittals, shop drawings, correspondence, permits, and other, and shall be accessible via a GIS interface that

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provides links to all stored documents relative to a specific location or site within the project area. Maintain a hard-copy log of the project file database.

- y. Develop and implement procedures for start-up, testing, commissioning, and acceptance of the completed work for both individual components and as a complete system.
- z. Oversee project closeout including, without limitation, the following:
 - (1) Prepare schedule of all closeout activities, checkout items, and check-off lists. Prepare and distribute a keying schedule.
 - (2) Monitor and coordinate the architect’s preparation of a detailed listing of construction contractor omissions and defects (commonly referred to as punch lists and corrections) and final inspection of the Project. Track and verify punch list completion as work is performed. Schedule, coordinate and supervise the final inspection of the Project for conformance with Project documents, and distribute the joint final inspection with the County, and any other parties as are necessary and/or required. The final inspection shall list all deficiencies and the construction manager shall direct the contractor to correct them within thirty (30) calendar days.
 - (3) Ensure that construction contractors have provided all Project record drawings, and Operation and Maintenance manuals, warranties and guarantees.
 - (4) Coordinate contractor’s complete training of the County personnel on all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the training date, review training for completeness and accuracy, ensure availability of resources or other Project personnel who may be required for the training, and keep County advised of same.
 - (5) Schedule, coordinate, and supervise final tests, start-up, and commissioning of all building systems. “Coordinate” means to inform all relevant parties with sufficient advance notice of the inspection or startup date, ensure site access and availability of resources or other Project personnel who may be required for the work, and keep the County advised of same. Review and provide comments to all commissioning reports. Verify that all recommended corrective actions have been implemented.
 - (6) Prepare all necessary documentation for County’s final acceptance of Project, contract closeout and final report. Prepare, distribute, and record notices of completion.
 - (7) Schedule, coordinate and lead any project closeout negotiations with the contractor and provide written verification that all payments, lien releases, and final change orders have been completed.

See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager (CM) responsibilities.

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4. Post-Construction Phase

The required construction manager services under this phase include without limitation:

- a. Prepare and submit a final Construction Summary Report, compiled to include all construction contracts. The report shall be an organized record of the completed system and include the Record Drawings prepared by the construction manager, operations manuals furnished by the contractor, and any third party agreements related to the collection system and its construction or operations. Visit the project, with the County and designer, to observe any apparent defects that may be discovered, and at the end of the warranty period make recommendations regarding any replacements or corrections required. Assist with identifying and coordinating the transfer to the County of any surplus or excess construction products.
- b. Upon completion of the construction of the Project, the construction manager shall provide a written statement verifying to the County that, to the best of construction manager’s knowledge, the Project has been completed in accordance with the construction contract documents and any change orders thereto, and in accordance with any and all applicable codes and ordinances. This verification does not relieve the contractors, architects or inspectors of their responsibility to certify compliance or completion of the work in accordance with the contract documents. The construction manager shall remove site office trailer and coordinate removal of office trailer site utilities.
- c. See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager (CM) responsibilities.

5. General

All of the services furnished by the construction manager under this Contract from the inception of this Contract until termination of this Contract shall meet the professional standards and quality which prevail among construction management contractors of superior knowledge and skill engaged in similar works on projects throughout California under the same or similar circumstances. All services performed by construction manager shall be in compliance with all applicable federal, state, and local codes, rules and regulations which are in force at the time such services are rendered, including the Division of State Architect’s regulations and guidelines for general practices of a construction manager.

The construction manager shall exercise its best professional efforts to, through the construction contractors and consultants ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, all sub-consultants, subcontractors, or employees or persons under the direction or control of a consultant or a construction contractor.

The construction manager shall exercise the best efforts to coordinate the activities of the County, such that the County may provide timely decisions to the construction contractors, consultants and architects to reach mutually agreed upon decisions on matters affecting the progress of the work, and to coordinate County’s input and decisions that affect the performance of the overall Project.

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A qualified construction management team will be able to provide the services listed above and identify any further services necessary to ensure a timely and cost-effective construction of the project. It should also be noted that firms that provide construction services will not be permitted to bid for the construction of the project if selected as the Construction Manager by the County.

REQUIRED SOQ FORMAT AND CONTENT

A qualifying application must include a completed Consultant Information Summary (Appendix B) and address all the following points, in the following order:

1. Understanding of and Approach to the Project

- a. Provide a summary of your approach to the project. Discuss activities during each phase of the design and construction process.
- b. Provide an outline of in-house procedures to coordinate the work of project team members. The outline should describe: your system of project delivery, planning and execution. Include specific references to preconstruction and construction activities, including claims management.
- c. Describe your approach to technical reviews, value engineering, constructability review, development of design alternatives, field engineering and industry surveys.
- d. Provide a description of the organizational structure and staffing to be used for the project, including an organizational chart. Identify the specific individual(s) that the County will interface with on the various facets of the project.

2. List of Similar Completed Projects

Provide a list and description of secure facilities projects completed (constructed) within the last ten (10) years of similar scope and complexity in which your firm was an active participant as the Construction Manager. Specify if the projects included electronic security systems.

3. Listing and Resumes of Individuals

Provide the resume of the individuals to be assigned to the project, their specific assignment and the plan for their replacement. Note that all assigned personnel are subject to background checks at the discretion of the County.

4. Experiences in Controlling Project Cost and Design and Construction Schedules

- a. Provide a statement of the firm’s philosophy with respect to cost, budget control, and schedule management during the construction phase of the project, demonstrating experience and ability to manage a project within a given budget and time schedule.

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- b. Provide a list and description of secure facility projects completed (constructed) within the last ten (10) years indicating:
- i. The date the design contract was awarded.
 - ii. Construction budget established at the program level.
 - iii. Construction budget at the bid date
 - iv. Bid opening date and low bid amount spread sheet for each project
 - v. If re-bidding was necessary.
 - vi. Awarded amount.
 - vii. Construction start and completion dates.
 - viii. Name, address and telephone number of:
 - Owner representative who was directly involved during the construction phase.
 - Architect/Engineer of Record
 - Superintendent and contracting firm that performed the work.
 - ix. List and amount of pending and/or resolved claims, if any, associated with the above projects.

5. Corporate Documentation and Financial Information

Provide relevant information regarding organizational stability and strength, including the following:

- a. A description or statement of the organization (e.g., sole proprietorship, partnership, corporation, joint venture, etc.)
- b. Indicate if your organization possesses a General Contractor’s license
- c. If a corporation, a listing of the members of the Board of Directors
- d. A listing of financial references and statement of financial stability. The County may request a review of the firm’s annual financial statements. A reviewed or audited financial statement will be provided to the County upon request. Such statement will be deemed confidential and only reviewed by selected County staff assigned to the project.”

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- e. Disclose if your organization has had any past or pending litigation with the County.
- f. List all litigation involving a construction project or contract in which respondent firm was a named party, whether currently pending, or concluded within the past three (3) years

6. Controls and Reporting

- a. Describe previously utilized systems of project controls. Provide two copies of representative samples of an integrated cost/change/schedule control system, with one copy being the most recently prepared.
- b. Describe methods and procedures for developing and publishing project reports and records. Under separate cover, provide a copy of a representative sample project report.

7. Statement of Overriding Qualifications

Provide a definitive statement of qualifications and strengths the firm believes will single out their firm as the best firm to accomplish this project.

8. List of References

In addition to references required under “Experiences in Controlling Project Cost/Design Schedule”, provide client references from recent related projects (within the last five years), including name, address and phone numbers of Chief of Maintenance, Superintendent, etc.

Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, *may* be deemed non-responsive by the evaluation committee and eliminated from further consideration.

FEES

Compensation for Basic Services shall be based upon the lump sum amounts for each Phase listed under the **SUMMARY OF SCOPE OF WORK** section.

Provide a listing of costs for other expenses such as mileage, per diem, weekend and holiday work.

Submit an itemized fee schedule as the basis for extra services

The Consultant shall comply with Labor Code Section 1720, as amended in 1999, which requires employees engaged in certain specific work classifications be paid the prevailing wage rate found by the State of California Director of Industrial Relations.

**CONSTRUCTION MANAGEMENT SERVICES FOR SHERIFF – COUNTY OPERATIONS CENTER –
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Project key dates are shown in the following table:

<u>Key Event</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Comments</u>
Construction Bids	5/14/13	7/18/13	
Notice to Proceed	9/24/13	9/24/13	
Construction & Closeout	9/25/13	4/17/15	Women’s Jail Construction Complete
Occupancy	4/20/15	6/04/15	Women’s Jail Occupancy
Demolition, Construction, & Closeout	6/05/15	4/13/16	Medical Facility Construction Complete
Occupancy	4/14/16	5/30/16	Medical Facility Occupancy

CONTACT PERSON

Rich Kopecky, Architect
Sr. Capital Projects Coordinator
San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo CA 93408
805.781.5200
805.781.5215 fax
rkopecky@co.slo.ca.us

If the above person is not able to immediately answer questions, an answer will be found and communicated to interested proposers (if appropriate), or the person asking the questions will be directed to the proper person to answer the question.

Interested firms shall not contact other County staff with questions or suggestions regarding this Request for Statement of Qualifications.

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APPENDIX LIST

APPENDIX A - SAMPLE CONTRACT for CONSULTANT SERVICES FOR CONSTRUCTION MANAGEMENT SERVICES

EXHIBIT A - SCOPE OF WORK

EXHIBIT B - PAYMENT SCHEDULE

EXHIBIT C - SCHEDULE OF WORK

EXHIBIT D - SUB-CONSULTANT LIST

EXHIBIT E - RESPONSIBILITY MATRIX

APPENDIX B - CONSULTANT INFORMATION SUMMARY

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APPENDIX A
SAMPLE CONTRACT for CONSULTANT SERVICES FOR

Construction Management Services for Sheriff – County Operations Center –
Expand Women's Jail, Project # 300034

Contract made on the _____ day of _____ in the year Two Thousand and Twelve

BETWEEN the Owner: the County of San Luis Obispo hereinafter referred to as "**County**",

and the Consultant: _____, hereinafter referred to as "**Consultant**",

For the following services: **Construction Management Services for Sheriff - County Operations Center - Expand Women's Jail, Project #300034** located at 1585 Kansas Ave, San Luis Obispo, California (the "Project").

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RESPONSIBILITY AND SERVICES OF CONSULTANT

- 1.1 Commencing with a written Notice to Proceed, the **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" - SCOPE OF SERVICES
EXHIBIT "B" - PAYMENT SCHEDULE
EXHIBIT "C" - SCHEDULE OF WORK
EXHIBIT "D" - SUB-CONSULTANT LIST
EXHIBIT "E" - RESPONSIBILITY MATRIX

- 1.2 Coordination: In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with County Personnel as follows:

The County Project Coordinator shall act as primary contact as described in Article 2.1. Although the **Consultant** may coordinate with other **County** departments/personnel including Administration, Environmental Coordinator, Energy Coordinator, and others as needed, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

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- 1.3 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the Consultant shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY

- 2.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.
- 2.2 The **County** shall furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.
- 2.3 The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.
- 2.4 The **County** shall furnish Construction Inspection (CI) and Construction Administration (CA) services as necessary to meet **County** requirements. The consultant shall provide comments regarding CI selection, review CI and CA reports, and make recommendations to the County.
- 2.5 The **County** shall pay fees of public agencies having jurisdiction over the Project.
- 2.6 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.
- 2.7 Upon the written request of the **Consultant**, the **County** shall furnish a legal description, parcel map and easements for the site. The **County** shall furnish information regarding the property boundaries and corner stakes.
- 2.8 The **County** shall furnish information from testing for the soils and geological reports, environmental studies, and other testing and studies conducted by the **County**.
- 2.9 The **County** shall provide information about the requirements for the Project including budget limitations, scheduling and other programmatic information.
- 2.10 The **Consultant** shall serve as the **County's** agent in connection with the project. The **Consultant** agrees to cooperate with the architect relative to the interrelationships and duties described elsewhere in this Agreement. During the construction phase of the project, the **Consultant** will administer the construction contract on behalf of the **County**, monitor cost and time considerations, co-ordinate and expedite communications and act as the initial arbiter of

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disputes between the **County** and the Contractor. It is not intended that the services of the **Consultant** and the **County's** Architect be competitive or duplicative but rather complementary.

ARTICLE 3 - APPROVED CONSTRUCTION BUDGET

The **Consultant** shall advise and provide recommendations to **County** to manage the project within the approved construction budget.

ARTICLE 4 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** a Fixed Fee equal to _____ for all work contracted in this Contract as described in Exhibit "A" – Scope of Work. The rate and schedule of payment is outlined in Exhibit "B" – Payment Schedule and includes all services, supplies, materials, overhead, and equipment provided by **Consultant**.

ARTICLE 5 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.

ARTICLE 6 - PAYMENT FOR EXTRA WORK OR CHANGES

- 6.1 Extra work or changes in the scope of work, time of performance, and amount of compensation (collectively, "Additional Services"), shall be authorized in writing prior to commencement of the work by the **County's** General Services Agency Director. Claims for payment for approved Additional Services must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Agency Director.
- 6.2 Additional Services shall be performed on a negotiated fixed fee basis. The compensation for Additional Services shall be negotiated using the rates specified in Exhibit "B" - **Consultant's** Hourly Rate, subsection (F). These rates shall be used as information to assist in arriving at a negotiated fee for Additional Services.

ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

- 7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

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- 7.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 8 - SCHEDULE OF WORK

- 8.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A" – Scope of Work, so as to proceed with and complete the work in compliance with Exhibit "C" - Schedule of Work. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract. Major construction funding for the project is provided by a grant from the State of California and must not be jeopardized for any reason. The **Consultant** is required to comply with all established project deadlines during the course of the **Consultant** services. Any request for time extensions from the **Consultant** shall be in writing, forwarded to the **County** in advance, and subject to **County** approval.

ARTICLE 9 - CONSULTANT STAFF

- 9.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for design of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as specified in Exhibit "D" - Sub-Consultant list.
- 9.2 The **Consultant** shall designate _____, whom, as long as his performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

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ARTICLE 10 - CONFLICT OF INTEREST

- 10.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 10.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, Section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

- 11.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 11.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 12 - WARRANTY OF CONSULTANT

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and

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that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 14 - NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 14.1 Nondiscrimination:** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulation.
- 14.2 Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant’s** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.3 Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.
- 14.4 Harassment Warranty and Liability:** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney’s fees incurred by the **County** as a result of behavior of any of the **Consultant’s** personnel performing this Contract.

ARTICLE 15 - ENTIRE CONTRACT AND MODIFICATION

This Contract including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein, and supersedes all previous contracts, or oral or written understandings with respect to those matters covered hereunder. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically

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acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 16 - NON-ASSIGNMENT OF CONTRACT

The parties agree that the expertise and experience of **Consultant** are material considerations for this Contract. **Consultant** may not assign, transfer, delegate or sublet any interest in this Contract or the performance of any of **Consultant’s** obligations hereunder without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease of this Contract or any rights, duties or obligations arising hereunder, without the **County's** prior written consent, shall be considered null and void.

ARTICLE 17 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Contract or the application thereof to any person or circumstance hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 18 - LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such **County** shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 19 - INDEMNIFICATION

19.1 County Held Harmless – General Liability:

Consultant undertakes and agrees to defend, hold harmless and indemnify the **County**, and any and all **County’s** Boards, officers, employees, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney’s fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever for death or injury to any person, including **Consultant’s** employees and agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the failure of **Consultant** to perform, or **Consultant’s** active or passive performance of this Contract, or any of **Consultant’s** Sub-consultants, employees, or anyone for whom **Consultant** has obligated itself under this Contract, whether or not contributed to by any act or omission of County or any of the **County’s** Boards, officers or employees. This duty shall extend to any allegation or claim of liability except in circumstances found by a jury, judge or arbitrator (in binding arbitration) to be the sole and legal result of the willful misconduct or sole negligence of the County.

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19.2 County Held Harmless – Professional Liability:

Consultant undertakes and agrees to indemnify and hold harmless **County**, and any and all of **County’s** Boards, officers, agents and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney’s fees and reasonable costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including **Consultant’s** employees and agents, or for damage to, or destruction of any property of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the **Consultant**.

ARTICLE 20 - INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant’s** work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term “**County**” shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

20.1 The **Consultant** shall procure the following required insurance coverage, at its sole cost and expense, and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverage shall be placed with insurers which (1) have a Best’s rating of no less than B+VIII and are admitted or authorized insurance companies in the State of California, or (2) insurers of equivalent documented quality which the **County** Risk manager has approved in writing.

20.2 General Requirements: The following requirements apply to all insurance to be provided by **Consultant**:

- A.** A Certificate of Insurance shall be furnished to **County** prior to commencement of work. Upon request by the **County**, **Consultant** shall make available for **County’s** review and copying any insurance policy to the **County** within ten (10) working days.
- B.** Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed without thirty (30) days prior written notice to **County** ((10) ten days prior written notice for non-payment of premium). **Consultant** shall provide a thirty (30) day written notice to the **County** prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.
- C.** Approval of the insurance by **County** shall not relieve or decrease the extent to which the **Consultant** may be held responsible for payment of damages resulting from **Consultant’s** services or operations pursuant to this Contract.

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D. The parties expressly agree that the indemnification and insurance clauses in the Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to **Consultant** by the indemnification and insurance clauses.

20.3 Commercial General Liability Insurance (“CGL”): **Consultant** shall maintain in full force and effect, for the period covered by the Contract, Commercial General Liability Insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of \$2,000,000; and includes the following coverage:

- A. Personal Injury and Bodily Injury, including death resulting there from.
- B. Property Damage.
- C. Automobile coverage, which shall include owned, non-owned and other hired vehicles.
- D. The following endorsements must be provided in the CGL policy:
 - 1. If the insurance policy covers an accident basis, it must be changed to “occurrence”.
 - 2. The policy must cover personal injury as well as bodily injury.
 - 3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability or interest endorsement.
 - 4. The **County** of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the **County** whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Contract shall be constructed to require **Consultant’s** insurance to indemnify **County** in contravention of Insurance Code 11580.04.

20.4 Professional Liability Insurance: **Consultant** shall maintain in full force and effect, for the period covered by this Contract, professional liability “errors and omissions” insurance with limits of liability of not less than \$5,000,000 per claim or occurrence to cover all services rendered by **Consultant** pursuant to this Contract.

20.5 Worker’s Commercial Insurance: In accordance with the provisions of Labor Code Section 3700, if **Consultant** has any employees, **Consultant** is required to be insured against liability for Worker’s Compensation or to undertake self-insurance. **Consultant** agrees to comply with such provisions before commencing the performance of the Work of this Contract.

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ARTICLE 21 - TERMINATION FOR CAUSE

- 21.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

ARTICLE 22 - TERMINATION FOR CONVENIENCE

County shall have the right to terminate this Contract, without cause, by giving not less than seven (7) days written notice of termination.

If **Consultant** fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, Agency may terminate this Contract immediately upon written notice.

General Services Agency Director is empowered to terminate this Contract on behalf of **County**.

In the event of termination, **Consultant** shall deliver to **County** copies of all reports, documents, and other work prepared by **Consultant** under this Contract, if any, and upon receipt thereof, **County** shall pay **Consultant** for services performed and supplies, materials, and equipment provided by **Consultant** to the date of termination.

ARTICLE 23 - SUSPENSION OF SERVICES

County may, without cause, order **Consultant** to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as **County** may determine in its sole discretion. **County** shall deliver to **Consultant**, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and **Consultant** shall be compensated for such delay to the extent provided under this Contract.

Notwithstanding anything to the contrary contained in the Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which **Consultant** is responsible.

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ARTICLE 24 - OWNERSHIP OF DATA

- 24.1 The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.
- 24.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract.
- 24.3 In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract and in the editable formats described in Section 22 above.

COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses:

County: County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, California 93408
Attention: Rich Kopecky, Architect
Senior Capital Projects Coordinator
(805) 781-5200, (805) 781-5215 FAX

Consultant: _____

NOTHING FURTHER FOLLOWS EXCEPT SIGNATURES

(Two rows of diagonal hatching marks)

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ACCEPTED AND AGREED this _____ day of _____, 2013.

CONSULTANT:

BY: _____

TITLE: _____

COUNTY OF SAN LUIS OBISPO

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

BY: _____

SHANNON MATUSZEWICZ
Deputy County Counsel

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Consultant in the foregoing Agreement; that who signed said Contract on behalf of the Consultant, was then _____ of _____ said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

DATE: _____

RECOMMENDED BY:

JANETTE PELL
General Services Agency Director

Secretary

OWNER:**COUNTY OF SAN LUIS OBISPO**

By: _____

Chairperson of the Board of Supervisors

Approved by Board action on

_____, 20__

ATTEST:

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

(Corporate Seal)

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**EXHIBIT A
SCOPE OF WORK**

Consultant agrees to provide the services described below, according to the schedule set out in Exhibit C, entitled Schedule of Work. Such services shall be performed in phases, with each succeeding phase begun only upon Notification to Proceed given by the **County**. At all times herein, Consultant shall be familiar with, and advise and assist the County in complying with, the applicable sections of the Project Delivery and Construction Agreement, the Corrections Standards Authority Jail Construction Agreement, the Ground Lease, the Right of Entry and all other agreements that the County has with various Departments of the State of California regarding this project.

The Consultant shall coordinate and communicate with County personnel, including but not limited to General Services Agency staff and Sheriff’s staff, on all aspects of the Scope of Work and the Project during the term of the contract.

1. GC/Sub Prequalification, Requests for Statement of Qualifications (RSOQ) and Pre-Bid Phase

The required construction manager services under this phase include without limitation:

- a. Prepare a report advising the County of the Consultant’s opinion of suggested revisions to the Contract Document and bid packages that will optimize the bid climate for receiving the most qualified and cost competitive bidders, reduce the potential for change orders, minimize potential delays and conflicts, provide flexibility for material procurement, and minimize potential risks to the project. Conduct marketing efforts to stimulate competitive bidding. Analyze current construction market conditions and advise County of bidding activities. Prepare advertisements for Invitation to Bid documents for County.
- b. Assist with performing a Storm Water Pollution Prevention Plan (SWPPP) review. Coordinate with the designer and Regional Water Quality Control Board to develop a project wide SWPPP to meet the requirements of the current Construction General Storm Water Permit. Furnish the SWPPP details to the designer to be included in the Contract Documents, in bid items, specifications, and drawings for implementation by the contractors. Each of the contractors anticipated on the project will be required to complete and implement the details of the SWPPP applicable to the specifications for their portion of the work as the Qualified SWPPP Practitioner (QSP). The construction manager will observe and report any concerns regarding the contractor’s compliance of all SWPPP requirements to the County.
- c. Assist in the preparation and coordination of all required agency and/or community reviews and approvals. Assist in the preparation and coordination of documents relative to an Environmental Determination.
- d. Prepare Requests for Statements of Qualifications (RSOQ), including an RSOQ for an Inspector of Record (IOR); RSOQ for Testing and Special Inspections; RSOQ for SWPPP Monitoring; and RSOQ for Commissioning of MEP, electronic security, and fire detection/protection systems. Assist with the evaluation and selection of all RSOQ consultants.

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- e. Coordinate Selection Committee; review and score all prequalification submittals from general contractors and selected sub-contractors (approx. 5 trades); notify all applicants of assessment results; coordinate appeal process if required.
- f. Independently prepare an accurate total construction cost estimate at completion of final Construction Documents. Prepare a preliminary construction schedule for inclusion in the bid documents.
- g. Develop procedures and forms for submission of project budgets, construction estimates, addenda, schedule of values, change orders, requests for payment, final payment request, and acceptance of project. Assist with the determination of an appropriate value for liquidated damages.
- h. With the assistance of County and Sheriff’s staff, prepare a construction staging/phasing program that addresses the appropriate areas for construction staging, time of construction and coordination of access to and around the site. Delineate construction lay-down area.
- i. Prepare a master temporary parking plan of the entire County Operations Center during construction of Women’s Jail Expansion project and Juvenile Hall Expansion project. The plan shall consider and include County staff, general public and construction worker parking during the course of construction of the two major expansion projects. County staff will provide input, review and approve the final master parking plan.
- j. See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager (CM) responsibilities.

2. Bidding Phase

The required construction manager services under this phase include without limitation:

- a. Provide the following services necessary for the County to obtain bids and prepare and award required contracts for construction of the Project. Assemble, in coordination with County, the bid documents for the construction bid packages. Coordinate the assembly of bid alternates.
- b. Prepare the appropriate marketing for the construction project and advertising for bidders, including the development of the advertisement for bids and list of publications recommended for advertising.
- c. Attend pre-bid meetings as needed and the bid opening. In coordination with the design team and County staff, evaluate and review bid proposals, subcontractors, suppliers, and requests for use of substitute and “or-equal” materials and equipment. Review bids for completeness and responsiveness and advise the County of any irregularities in the bids or in the bidding process. Engage in negotiations, as necessary, with prospective contractors.
- d. Issue addenda as appropriate to interpret, clarify, expand or amend the bidding documents, including distributing County supplied copies of the addenda to all bidders in accordance with

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specified time limits. Provide answers to bidder questions.

- e. Evaluate proposals by bidders to substitute materials and equipment prior to the bid date and recommend what substitutions are consistent with the project requirements and objectives.
- f. Evaluate bids, bid protests and provide feedback to County personnel for purposes of making a recommendation to the Board of Supervisors for Award of Bid. Verify bond rating compliance and licensure of recommended bidder. Propose bid changes in the event that a rebid is required.
- g. Coordinate with County in the contract award, verify the completeness of the contract, and prepare/issue the Notice to Proceed. Compile and distribute construction sets.
- h. See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager (CM) responsibilities.

3. Construction Phase

The required construction manager services under this phase include without limitation:

- a. Notify, in writing, all contractors/subcontractors and their employees working on-site of the following: All individuals and vehicles entering the construction area adjacent to the existing jail are subject to search without notice.
- b. Provide County Sheriff’s staff assigned to the project with the name, date of birth, and city of residence of all contractors, subcontractors, and employees working on-site 24 hours prior to their initial work performance on-site. Warrant checks will be conducted on all on-site workers, and any outstanding warrants must be cleared prior to working at the project site.
- c. Coordinate and direct the installation of all construction fencing; coordinate and escort all on-site local and State inspectors; monitor and report all life/safety concerns; and monitor all debris collection, removal, and hauling. Prepare a master temporary parking plan for staff, public, and construction personnel.
- d. Administer the Construction Contracts, acting as the County’s representative in dealing with the contractor and architect, to ensure the completion of the work in accordance with the Construction Contracts. Provide full-time on-site construction management services to observe and report on the progress of the executed work.
- e. Resident Construction Manager Project Representative(s) shall be on-site for the daily observation of the contractors’ work to ensure that the work is proceeding in accordance with the Contract Documents. Detailed daily reports of all of the contractor’s activities shall be prepared in sufficient detail to document actual production rates and estimate construction costs. The Consultant shall provide on-site trailer, with utility connections, and all necessary office equipment and materials for a fully functioning site office. Coordinate the exact

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location of the trailer with the County. Consultant shall be responsible for payment of all office trailer site utilities.

- f. Review and determine the acceptability of schedules and plans required to be submitted by the contractor, including, but not limited to, progress schedule, submittal schedule, schedule of values, staking request schedule, project safety plan, hazardous materials handling plan, trench safety and shoring plan, and traffic control plan. Verify electronic compliance with prevailing wages. Verify all construction signage required for public safety.
- g. Coordinate, review and process submittals and Requests for Information (RFI’s) between A/E, owner and contractors. Review shop drawings for completeness.
- h. Receive and review all construction contractors’ payment requests, including, but not limited to: scheduling and tracking pay request, verifying percentage of construction completion, signing pay applications, tracking actual and estimated construction costs, preparing and processing all State required construction invoice forms and coordinating with County accounting staff/County auditor, monitor and track compliance of prevailing wage requirements and prevailing wage verification with the State, and tracking stop notices and releases.
- i. Receive and review all written requests from construction contractors for additional time or money and make recommendations to County regarding same.
- j. Establish construction baselines and benchmarks, including construction staking, necessary for the contractor to complete the work to the lines and grades shown in the drawings.
- k. Recommend and prepare change orders for contractor or County initiated changes or extra work, including, but not limited to, issuing requests for proposal, preparing change orders, obtaining signatures for change orders, distributing and tracking change orders, and evaluating delay and rain days. The recommendation shall include the Consultant’s own independent cost estimate and change order justification. As appropriate, request the designer to review the proposed changes.
- l. Document any conditions that a construction contractor alleges is an unforeseen condition by photograph, videotape, or written memorandum. Advise the County’s Project Coordinator of the alleged unforeseen conditions as soon as it is reported. Coordinate a timely exchange of information regarding the alleged condition, including supplemental instructions and proposal requests between the architect and contractor to avoid delays and resulting claims for additional times and costs. When requested by County, evaluate contractor’s assertion of unforeseen conditions and provide a recommendation regarding resolution of same.
- m. Coordinate, schedule, and chair weekly progress meetings with the construction contractor, architects, engineers, inspectors, and County project management team regarding construction issues, progress, and performance.

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- n. Document all meetings and verbal directives and provide copies to County Project Coordinator within five (5) working days.
- o. On a monthly basis, conduct an earned value analysis to ensure the Project is within budget and on schedule. Recommend actions to take if the Project is not in agreement with the budget or schedule.
- p. Establish a dispute review committee, comprised of senior staff of the Consultant, to independently and impartially review disputes by the contractor with the County and/or designer. Provide formal written recommendations to the County for resolving the dispute.
- q. Develop and implement a project specific safety plan for all non-contractor personnel who visit the construction site. Anticipated personnel include the Consultant and sub consultant, County staff and consultants, environmental monitors, elected officials, and other agency staff. Document any observed safety violation, hazardous condition, or incident of bodily injury or property damage. Document and advise the County’s Project Coordinator of the observation the same day it is noted and make a recommendation to County regarding the incident.
- r. Document compliance with environmental permitting and mitigation measures in accordance with the requirements of the environmental documents and regulatory permits. On-site staff shall participate in environmental and safety education trainings required for the project. Verify implementation of the project Storm Water Pollution Prevention Plan (SWPPP) and advise County of any issues of non-compliance. Each of the contractors anticipated on the project will be required to complete and implement the details of the SWPPP applicable to the specifications for their portion of the work as the Qualified SWPPP Practitioner (QSP).
- s. Maintain a hard copy file of the construction drawings at the Consultant’s local office that is regularly updated with mark-ups of all field changes and as-built conditions for the purpose of preparing a final set of Record Drawings. Maintain a conformed copy of the construction contracts and specifications at the Consultant’s local office that is regularly updated with all approved modifications and changes.
- t. On a weekly basis, monitor contractor’s schedule and advise the County, in writing, of schedule impacts and deviations from contractor’s critical path(s).
- u. Coordinate all on site services of persons or entities under contract with the County regarding the Project including, but not limited to, contractors, architects, engineers, inspectors, and site surveyors. “Coordinate” means to inform a party of the need for their service with sufficient advance notice that the service can be provided on the required date, schedule the service with the professional, ensure site access and availability of resources or other Project personnel who may be required for the professional’s work, and keep the County advised of same. Observe/review construction Inspector of Record services/reports and advise County of any concerns.

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- v. Observe and monitor construction contracts consistent with the General Conditions of the contracts for construction of the Project, including, without limitation, the following:
 - (1) Consultant, with architect’s concurrence, shall take appropriate action to direct that each construction contractor perform all work in accordance with the Project documentation.
 - (2) Attend construction contractor’s field quality assurance inspection(s).
 - (3) Assure that construction contractor coordinates and completes all required code inspections, field tests, and sign-offs as required by County and any regulatory or public agency, if any.
 - (4) Coordinate construction activities and master Project schedule.
- w. Establish and maintain a project construction information web page. The web site shall include general information about the current progress and planned future schedule. The Consultant shall update the web site with information obtained directly from the contractors or from the Consultant’s observation of the work. Consultant to provide daily photographs of construction progress and upload all photos to the web site on a weekly basis.
- x. Establish, utilize and maintain a project file database system for use by the County, designer, Consultant, and prime and sub-contractors. The file database shall contain all documents relevant to the construction phase including drawings, specifications, amendments, daily reports, requests for information, change orders, submittals, shop drawings, correspondence, permits, and other, and shall be accessible via a GIS interface that provides links to all stored documents relative to a specific location or site within the project area. Maintain a hard-copy log of the project file database.
- y. Develop and implement procedures for start-up, testing, commissioning, and acceptance of the completed work for both individual components and as a complete system.
- z. Oversee project closeout including, without limitation, the following:
 - (1) Prepare schedule of all closeout activities, checkout items, and check-off lists. Prepare and distribute a keying schedule.
 - (2) Monitor and coordinate the architect’s preparation of a detailed listing of construction contractor omissions and defects (commonly referred to as punch lists and corrections) and final inspection of the Project. Track and verify punch list completion as work is performed. Schedule, coordinate and supervise the final inspection of the Project for conformance with Project documents, and distribute the joint final inspection with the County, and any other parties as are necessary and/or required. The final inspection shall list all deficiencies and the Consultant shall direct the contractor to correct them within thirty (30) calendar days.
 - (3) Ensure that construction contractors have provided all Project record drawings, and Operation and Maintenance manuals, warranties and guarantees.

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- (4) Coordinate contractor’s complete training of the County personnel on all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the training date, review training for completeness and accuracy, ensure availability of resources or other Project personnel who may be required for the training, and keep County advised of same.
- (5) Schedule, coordinate, and supervise final tests, start-up, and commissioning of all building systems. “Coordinate” means to inform all relevant parties with sufficient advance notice of the inspection or startup date, ensure site access and availability of resources or other Project personnel who may be required for the work, and keep the County advised of same. Review and provide comments to all commissioning reports. Verify that all recommended corrective actions have been implemented.
- (6) Prepare all necessary documentation for County’s final acceptance of Project, contract closeout and final report. Prepare, distribute, and record notices of completion.
- (7) Schedule, coordinate and lead any project closeout negotiations with the contractor and provide written verification that all payments, lien releases, and final change orders have been completed.

See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager (CM) responsibilities.

4. Post-Construction Phase

The required construction manager services under this phase include without limitation:

- a. Prepare and submit a final Construction Summary Report, compiled to include all construction contracts. The report shall be an organized record of the completed system and include the Record Drawings prepared by the construction manager consultant, operations manuals furnished by the contractor, and any third party agreements related to the collection system and its construction or operations. Visit the project, with the County and designer, to observe any apparent defects that may be discovered, and at the end of the warranty period make recommendations regarding any replacements or corrections required. Assist with identifying and coordinating the transfer to the County of any surplus or excess construction products.
- b. Upon completion of the construction of the Project, Consultant shall provide a written statement verifying to the County that, to the best of Consultant’s knowledge, the Project has been completed in accordance with the construction contract documents and any change orders thereto, and in accordance with any and all applicable codes and ordinances. This verification does not relieve the contractors, architects or inspectors of their responsibility to certify compliance or completion of the work in accordance with the contract documents. Consultant shall remove site office trailer and coordinate removal of office trailer site utilities.

See County of San Luis Obispo’s Responsibility Matrix (Appendix A, Exhibit E) for additional construction manager (CM) responsibilities.

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5. General

All of the services furnished by Consultant under this Contract from the inception of this Contract until termination of this Contract shall meet the professional standards and quality which prevail among construction management contractors of superior knowledge and skill engaged in similar works on projects throughout California under the same or similar circumstances. All services performed by Consultant shall be in compliance with all applicable federal, state, and local codes, rules and regulations which are in force at the time such services are rendered, including the Division of State Architect’s regulations and guidelines for general practices of a construction manager.

Consultant shall exercise its best professional efforts to, through the construction contractors and consultants ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, all sub-consultants, subcontractors, or employees or persons under the direction or control of a consultant or a construction contractor.

Consultant shall exercise its best efforts to coordinate the activities of the County, such that the County may provide timely decisions to the construction contractors, consultants and architects to reach mutually agreed upon decisions on matters affecting the progress of the work, and to coordinate County’s input and decisions that affect the performance of the overall Project.

END OF EXHIBIT A

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**EXHIBIT B
PAYMENT SCHEDULE**

PAYMENTS TO THE CONSULTANT**A. COMPENSATION:**

The consideration to be paid **CONSULTANT**, as provided herein, shall be full compensation for all of the **CONSULTANT’S** services and expenses incurred in the performance hereof, including office expenses, materials, equipment, travel, per diem, and any other direct or indirect expenses incident to providing those services.

B. REIMBURSABLE EXPENSES - Not used**C. PAYMENT TO CONSULTANT:**

1. Compensation for Basic Services shall be based upon the following lump sum amounts for each Phase contemplated under this Agreement.
2. The fee for the Scope of Services described in Exhibit A shall be paid in proportion to the following fee distribution:

GC/SUB PREQUAL, RSOQ, & PRE-BID PHASE (____%).....	\$_____
BIDDING PHASE (____%)	\$_____
CONSTRUCTION PHASE (____%)	\$_____
POST-CONSTRUCTION PHASE (____%).....	\$_____
 TOTAL.....	 \$_____

D. METHOD OF PAYMENT:

1. **CONSULTANT’S** invoices, along with Sub-Consultant's verification of payment by **CONSULTANT**, shall be in a format approved by the **COUNTY**, and are to be submitted in duplicate to the **COUNTY** via the **COUNTY’S PROJECT COORDINATOR**.
2. Upon receipt and approval of **CONSULTANT’S** invoices, the **COUNTY** agrees to make payment as follows:
 - a. Monthly payments for percentage of work completed based on the **CONSULTANT’S** progress up to ninety-five percent (95%) of the fee for the phase; with one hundred percent (100%) payment upon the acceptance and approval of the Phase by the **COUNTY**, indicated by the **CONSULTANT** receiving a Notice to Proceed for the following Phase.

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3. **Consultant** shall submit to the **County** on a monthly basis, documentation showing proof that payments were made to all sub-consultants for the last payment period.

E. BILLING RATES FOR ADDITIONAL SERVICES

1. ADDITIONAL SERVICES, when authorized in writing by the **COUNTY** shall be performed by the **CONSULTANT** for a negotiated fee based on the **CONSULTANT’S** hourly rates listed in item **F. CONSULTANT’S HOURLY RATE**.
2. The following **CONSULTANT** and Sub-Consultant hourly rates include overhead, administrative costs and profit and are valid through the period shown in Exhibit C, Schedule of Work. If the schedule is extended past the scheduled completion date for reasons other than delays by the **CONSULTANT**, hourly rates for Additional Services may be adjusted for inflation by the **CONSULTANT**.
3. These rates shall be used as information to assist in arriving at a NEGOTIATED FEE for ADDITIONAL SERVICES. These rates are for informational purposes only and the NEGOTIATED FEE (negotiated and reduced to writing before additional services are performed) shall be controlling.

F. CONSULTANT’S HOURLY RATE

END OF EXHIBIT B

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**EXHIBIT C
SCHEDULE OF WORK**

1. SCHEDULE OF WORK

A. PROGRESS CHART

1. Within five (5) working days after the Notice to Proceed, the **CONSULTANT** shall submit SCHEDULE OF WORK to the **COUNTY** for review and approval. The SCHEDULE OF WORK shall be in the form of a progress chart clearly delineating all phases, review dates and deadlines. The SCHEDULE OF WORK shall also delineate relationship to the **COUNTY** and other regulatory agencies required project reviews and other tasks.
2. The **CONSULTANT** shall update the SCHEDULE OF WORK at the completion of each Phase and shall deliver the SCHEDULE OF WORK to the **COUNTY** with the **CONSULTANT'S** monthly billing for completion of each Phase.

B. SCHEDULE OF PHASES

1. The **CONSULTANT** shall complete all work and services required for each of the Phases within the TIME LIMIT listed below. The TIME LIMIT for each Phase is the number of consecutive working days, as noted, from the date of the written Notice to Proceed for each Phase through the completion date of all work and services required for that Phase. The TIME LIMIT does not include time required for reviews by the **COUNTY** and other regulatory agencies for each of the Phases within the TIME LIMIT listed below, Time is of the essence and failure of **CONSULTANT** to perform work on time is a material breach of this Agreement.

**GC/SUB PREQUAL,
RSOQ, & PRE-BID PHASE**

TIME LIMIT: _____working days

BIDDING

TIME LIMIT: _____working days

CONSTRUCTION

TIME LIMIT: _____working days

POST CONSTRUCTION

TIME LIMIT: _____working days

END OF EXHIBIT C

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EXHIBIT D
SUB-CONSULTANT LIST

SUB-CONSULTANTS

The following are the specialty **Sub-Consultant** firms and Project Principle that the **Consultant** will utilize for the work required by this Contract. Written approval by the **County** is required to change or add to this list. The **County** reserves the right to reject the use of any SUB-**Consultant**. Nothing in the foregoing procedure shall create any contractual relationship between the **County** and any **Sub-Consultant** used by the **Consultant**. The **Consultant** shall update addresses and phone numbers if they occur.

A. FIRMS

1. _____
Name, postal address, email address, specialization
2. _____
Name, postal address, email address, specialization
3. _____
Name, postal address, email address, specialization

END OF EXHIBIT D

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EXHIBIT E

Responsibility Matrix

Primary responsibilities are shown, other entities may have secondary responsibility. The County reserves the right to change, amend or adjust this matrix as necessary and as determined to be in the best interest of the County.

Legend: Co. = County of SLO, A/E = Architect/Engineer, CM = Construction Manager

		RESPONSIBILITY CHART	Co.	A/E	CM
Project Information					
	1	Introduce key team members and define roles and responsibilities of each relative to the project.	✓		
	2	Identify and review pertinent information and/or documentation necessary from the County for the completion of the project.	✓		
	3	Review and explain the overall project goals, general approach, tasks, work plan and procedures, and deliverable products of the project.	✓		
	4	Develop a detailed task analysis and work plan to ensure all project related information is received and activities can be completed.	✓		
	5	Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.	✓		
	6	Attend BOS public hearings; make presentation when required.	✓		
Construction Document (CD) Phase					
	1	Review Final CD submittal for compliance with:			
	2	a) Scope and program compliance		✓	
	3	b) Budget		✓	
	4	c) Schedule	✓		
	5	d) Value engineering / Constructability	✓		
	6	e) Code and regulatory compliance	✓		
	7	f) A/E - Owner contract requirements	✓		
	8	Recommend corrections as required to reflect regulatory agencies final back-check comments.	✓		
	9	Prepare preliminary construction schedule for inclusion in bid documents.			✓
	10	Prepare front-end documents.	✓		
	11	Prepare bid and award schedule.	✓		
	12	Payment of plan check fees, etc.	✓		
	13	Submit to County Final CD package.		✓	
	14	Submit a statement indicating changes made to the program from CD substantial completion and the cost impact.		✓	
	15	Respond formally to requirements set forth by Governmental Agencies having jurisdiction over the project.		✓	
	16	Establish type of subcontractor and contractor pre-qualification criteria to include in the project documents for bidding.	✓		
	17	Develop procedures and forms for submission of project budgets, construction estimates, addenda, schedule of values, change orders, requests for payment, final payment request, and acceptance of project.			✓

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	18	Verify that design documents are compatible with the project budget.		✓	
	19	Prepare Construction Document Package for review by County.		✓	
	20	Prepare construction cost estimate at completion of Final CD's, independent of A/E's.			✓
	21	Conduct marketing efforts with potential contractors to stimulate competitive bidding.			✓
	22	Analyze current construction market conditions and advise Owner on bidding activity.			✓
	23	Prepare advertisements for Invitations to Bid of bid documents for County.			✓
	24	Provide legal counsel review of the "front-end" bid documents specifications with insurance counsel for the amounts and types of insurance and bond coverage included therein.	✓		
Documents					
	1	Prepare BOS staff reports	✓		
	2	Establish General Conditions	✓		
	3	Establish Pre-Qualification language and forms	✓		
	4	Establish Master Construction Schedule.			✓
	5	Prepare IOR and SWPPP Monitor SOQ; coord. Selection Comm.			✓
	6	Prepare Testing and Special Inspection SOQ; coord. Selection Comm.			✓
	7	Prepare Commissioning Consultant SOQ for MEP systems, electronic security/hardware, and fire protection systems; coord. Selection Comm.			✓
	8	Provide support information for County Bd. Of Supervisor Staff Reports			✓
	9	Develop Liquidated Damages Plan/Values.			✓
Bid Preparation					
	1	Coordinate Alternate Bids.			✓
	2	Compose and Type Bid Forms.	✓		
	3	Prepare Advertisements for Bid.			✓
	4	Place Advertisements for Bid.	✓		
	5	Pre-Bid Conferences.			✓
	6	Answer Bidder Questions.		✓	
	7	Prepare Addenda.		✓	
	8	Distribute Addenda.			✓
	9	Receive and Open Bids.	✓		
Evaluate Bids					
	1	Verify Completeness of Bids.			✓
	2	Verify Bond Ratings Compliance.			✓
	3	Verify Licensure.			✓
	4	Check References.			✓
	5	Compare Bids to Master Estimate.			✓
	6	Recommend Award of Bid Package.			✓
Rebid (As Required)					
	1	Propose Bid Changes.			✓
	2	Revise Bid Documents.		✓	
Award					
	1	Prepare Contracts.	✓		

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	2	Update Total Project Cost Estimate.		✓	
	3	Verify Completeness of Contract.			✓
	4	Verify Insurance Compliance.	✓		
	5	Verify Bond Rating Compliance.	✓		
	6	Prepare & Issue Notices to Proceed.			✓
	7	Compile and Distribute Construction Sets.			✓
	8	Coordinate Pre-Construction & Printing Costs.			✓
Logistics					
	1	Prepare master temporary parking plan for staff, public, construction staff vehicles.			✓
	2	Provide construction trailer and utility hookups.			✓
	3	Prepare plan for remote video conference location for inmate families.	✓		
	4	Notify all contractors/subs and employees working on-site that all persons/vehicles in const. area are subject to search w/o notice.			✓
	5	Submit names, date of birth, address of all contractors, subs, employees on-site 24 hrs. prior to first on-site work performance.			✓
	6	Coordinate and direct all construction fencing installation required for public safety or security of construction equipment or material.			✓
	7	Coordinate, monitor and escort all on-site local and State inspectors			✓
	8	Observe, monitor and report all life/safety concerns during construction			✓
	9	Coordinate all on-site construction communications and utility hookups			✓
	10	Monitor and observe construction debris collection, removal and hauling			✓
	11	Monitor and observe construction material/equipment deliveries			✓
	12	Prepare reports and recommendations regarding project concerns or recommendations that will protect County			✓
	13	Observe public and construction vehicle circulation; report concerns or recommendations			✓
	14	Coordinate all construction signage required for public safety			✓
	15	On-site liaison with GSA, Sheriff and general public			✓
	16	Attend project related meetings			✓
	17	Coordinate const. trailer, storage, staging and lay-down areas			✓
Construction					
	1	Construction Professionals			✓
	2	Solicit Professional Services			✓
	3	Prepare Agreements & Forms			✓
	4	Distribute & Track Professionals Contracts			✓
	5	Construction Administration			✓
	6	Demolition Package Administration/Observation			✓
	7	Observe environmental mitigation compliance; report any concerns			✓
	8	Observe/review construction inspector (IOR) services/reports; advise County of any concerns.			✓
	9	Document construction progress/events by digital camera and submit to County			✓
	10	Construction Administration/Observation; report any concerns			✓
Submittals					✓
	1	Review Shop Drawings			✓

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	2	Review & Approve Construction Schedules			✓
	3	Review & Approve Submittals		✓	
	4	Evaluate "Equals"		✓	
Job Site Meetings					
	1	Schedule & Conduct Meetings			✓
	2	Document Meetings			✓
Schedules					
	1	Prepare Color Board and Schedules		✓	
	2	Distribute Color Board and Schedules		✓	
	3	Prepare Keying Schedule			✓
	4	Distribute Keying Schedule			✓
Reports					
	1	Daily Reports			✓
	2	Project Progress Reports			✓
Requests for Information					
	1	Initial Review			✓
	2	Final Review		✓	
	3	Issue Scope of Work Clarifications		✓	
	4	Issue Document Clarifications		✓	
	5	Issue Procedural Clarifications			✓
	6	Respond to Requests for Certified Payroll			✓
Change Orders					
	1	Issue Requests for Proposals			✓
	2	Prepare Change Orders			✓
	3	Obtain Signatures for Change Orders			✓
	4	Distribute & Track Change Orders			✓
	5	Evaluate Delay & Rain Days			✓
Payment Requests					
	1	Schedule & Track Pay Requests			✓
	2	Verify % of Completion			✓
	3	Sign Pay Applications			✓
	4	Track Actual & Estimated Construction Cost			✓
	5	Prepare and process all State required construction invoice forms, etc.; coordinate with County accounting staff and County Auditor			✓
	6	Monitor and track compliance of prevailing wage requirements; coordinate prevailing wage verification with State			✓
	7	Track Stop Notices & Releases			✓
Project Close-Out					
	1	Develop & Doc. Arch. Punch Lists		✓	
	2	Distribute & Track All Punch Lists			✓
	3	Coordinate/monitor commissioning of MEP systems, electronic security/hardware, and fire sensor systems by consultant; review commissioning report and provide comments			✓
	4	Supervise Equipment Start-up			✓

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	5	Supervise Owner Training for Equipment			✓
	6	Final Record Documents (as-builts)		✓	
	7	Gather & Catalog Manuals & Op. Data			✓
	8	Coordinate Delivery of Keys, etc.			✓
	9	Prepare Notices of Completion			✓
	10	Distribute Notices of Completion			✓
	11	Record Notices of Completion			✓
	12	Gather Final Paperwork			✓
Post Occupancy					
	1	Final Payments			
	2	Determine Withholdings			✓
	3	Coordinate Clearance of Stop Notices			✓
Warranty Work					
	1	Coordinate Response to Warranty request work			✓
	2	Ninth Month Project Walk			✓

END OF APPENDIX A

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**APPENDIX B
CONSULTANT INFORMATION SUMMARY**

<p align="center">-CONSULTANT MUST FILL OUT THIS SUMMARY FORM IN ITS ENTIRETY- You may adjust this form to fit your text. You can adjust the row or column sizes, add additional pages, or change the font size. Please insure that the final document is legible.</p>		
Primary Consultant	Firm Name	
	E-mail Address	
	Business Phone and FAX	
	Staff Dedicated For Project (list names and titles of staff)	
	# of Years firm in business	
	Construction Manager & Years of Correctional Facility Experience	
	Resident Construction Manager Representative & Years of Correctional Facility Experience	
	Local Presence?	
Sub- Consultants	Sub-Consultant Service	Company Name and Address
Primary Firm's Project Experience Similar Projects Last 5 years (max.)	Project Name & Year	Project Location

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Primary Firm's Project Experience	Project Name & Year	Project Location
Similar Projects		
Last 5-10 years (max.)		
References	Project Name	Reference Name/Address

END OF APPENDIX B